

STATE OF INDIANA)
)
COUNTY OF LAKE)

SS:

IN THE LAKE SUPERIOR COURT
CAUSE NO. 45D11-0710-PL-0147

STATE OF INDIANA,)

Plaintiff,)

v.)

BUZZ TELECOM, CORP.,)

BUSINESS OPTIONS, INC.,)

KURTIS KINTZEL, individually and)
as President of Buzz Telecom, Corp.)
and Business Options, Inc.,)

KEANAN KINTZEL, individually and)
as Secretary of Buzz Telecom, Corp.)
and Business Options, Inc.,)

Defendants.)

Filed in Open Court

FEB 12 2008

Thomas R. Philpott
CLERK LAKE SUPERIOR COURT

CONSENT DECREE BETWEEN STATE OF INDIANA
AND KEANAN KINTZEL

Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Justin G. Hazlett, and Defendant, Keanan Kintzel, submit their Consent Decree resolving this matter. The parties agree as follows:

1. Purpose. The parties have agreed to this Consent Decree to resolve the disputes raised in Plaintiff's Complaint. This Consent Decree shall not constitute Defendant's admission of any violation of law, nor shall it be construed as Plaintiff's abandonment of its position that Defendant has violated Indiana law. The parties consent to the Court's entry of this final decree in this proceeding and accept this Consent Decree as final on the issues resolved herein.

2. Agreement to Jurisdiction. This Court has subject matter jurisdiction and personal jurisdiction over Defendant and the matters raised in Plaintiff's Complaint. This Court retains jurisdiction over this matter for the purpose of enabling any party to this Consent Decree to apply to the Court at any time for such further orders and directions as may be necessary and appropriate for the construction or carrying out of the Consent Decree, for the enforcement of compliance with it, or for the punishment of violations of it.
3. Effect. This Consent Decree shall not preclude Plaintiff from pursuing any civil or criminal action with respect to Defendant's acts or practices not covered by this Consent Decree, or Defendant's acts or practices conducted after the effective date of this Consent Decree.
4. No Approval of Defendant's Practices. Nothing in this Consent Decree shall constitute Plaintiff's approval of Defendant's past, present, or future practices. Defendant shall not make any representation contrary to this paragraph.
5. Applicability. This Consent Decree shall apply to Defendant as well as to his agents, employees, representatives, successors, and assigns; to all persons acting by, through, under, or on behalf of Defendant; and to all persons acting in concert with or participating with Defendant who have actual or constructive knowledge of this Consent Decree. Paragraphs 7 and 8 shall apply only to Defendant and to his successors and assigns.
6. Permanent Injunction. Defendant shall be permanently enjoined as follows:
 - a. Defendant shall not collect or attempt to collect any amount purportedly owed by any consumer customer of Buzz Telecom, Corp. or Business Options, Inc.

- b. Defendant shall comply with Indiana Code §§ 24-5-0.5-1 through -12 in all transactions with Indiana consumers, including:
 - i. Permanently refraining from misrepresenting, by direct statement, by implication, or by omission, that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have;
 - ii. Permanently refraining from misrepresenting, by direct statement, by implication, or by omission, that a supplier has a sponsorship, approval, or affiliation in the consumer transaction it does not have;
 - iii. Permanently refraining from misrepresenting, by direct statement, by implication, or by omission, that a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations.
- c. If authorized to provide telecommunication service in the State of Indiana, Defendant shall comply with Ind. Code §§ 8-1-29-1 through -8, including:
 - i. Permanently refraining from switching, or causing another person to switch, a customer from one telecommunications provider to another without the customer's authorization;
 - ii. Permanently refraining from billing a customer for services without the customer's authorization;
 - iii. Permanently refraining from submitting a preferred carrier change order without first confirming such order as required by Ind. Code § 8-1-29-5.5;

iv. Complying with all rules adopted by the Indiana Utility Regulatory Commission under Ind. Code § 8-1-29-6.

7. Restitution. Upon Buzz Telecom, Corp. or Business Options, Inc. failing to provide, within ten (10) days of the Attorney General's request for same, a valid letter of agency expressly authorizing them to charge a customer for their services, Defendant shall pay restitution to the customer equal to the amount paid by the customer to any of Buzz Telecom, Corp., Business Options, Inc., Kurtis Kintzel, or Keanan Kintzel, or to anyone acting on behalf of any of them, from the date of the purported subscription to any such person's service. This provision shall apply to customers solicited by or on behalf of any of Buzz Telecom, Corp., Business Options, Inc., Kurtis Kintzel, or Keanan Kintzel on or after December 1, 2004. Defendant's obligations under this provision shall be joint and several with those of Buzz Telecom, Corp., Business Options, Inc., and Kurtis Kintzel. The Attorney General's right to demand restitution under this provision shall expire midnight, December 31, 2007.
8. Costs. Upon the Court's approval of this Consent Decree, Defendant shall share joint and several liability with Defendants Buzz Telecom, Corp., Business Options, Inc., and Kurtis Kintzel for payment of the \$2,750.00 costs awarded to the State in the Consent Decree Between State of Indiana and Buzz Telecom, Corp., Business Options, Inc., and Kurtis Kintzel, filed November 8, 2007.
9. Defendant's Cooperation. Defendant shall cooperate with the Indiana Attorney General in implementing and giving effect to this Consent Decree.
10. Immediate Effect. This Consent Decree shall take effect immediately upon its entry.

STATE OF INDIANA
STEVE CARTER
Attorney General of Indiana

By: 

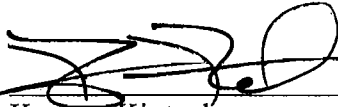
Justin G. Hazlett

Deputy Attorney General

Office of the Indiana Attorney General
302 W. Washington St., IGCS 5th Floor
Indianapolis, IN 46204
(317) 232-0167

Dated: 2.6.2008


KEANAN KINTZEL



Keanan Kintzel

Dated: Jan 29, 2008

APPROVED this **FEB 12 2008**
day of _____, 2008.



Judge, Lake Superior Court